(Last update: February 2022)

Master Services Agreement for Make

THESE TERMS ARE BETWEEN YOU ("YOU" OR "YOUR") AND CELONIS, INC. ("WE," "US", "OUR" OR "CELONIS"). BY (1) CHECKING A BOX INDICATING YOUR ACCEPTANCE, OR (2) USING THE SERVICES IN WHOLE OR IN PART, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DISAGREE, YOU DO NOT HAVE THE RIGHT TO ACCESS OR USE THE SERVICES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY. YOUR USE OF OR ACCESS TO THE SERVICES ARE ALSO GOVERNED BY THE FOLLOWING TERMS LINKED HERE:

Celonis Privacy Notice for Make

Celonis Data Processing Agreement for Make

WE MAY IN OUR DISCRETION CHANGE THESE TERMS, THE PRIVACY NOTICE AND DATA PROCESSING AGREEMENT, OR ANY ASPECT OF THE SERVICES, WITHOUT NOTICE TO YOU. ANY RENEWAL OF YOUR SUBSCRIPTION AFTER WE MAKE SUCH CHANGES CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR SUBSCRIPTION. THIS AGREEMENT IS EFFECTIVE AS OF YOUR INITIAL ACCESS TO THE SERVICE ("EFFECTIVE DATE").

1. Definitions. All definitions not defined in the main body of this Agreement are specified in Annex A.

2. Agreement. This Agreement governs Your access to and use of the Services acquired by You at www.make.com (the "Platform") (collectively, the "Services"). This Agreement will commence on the Effective Date and continue until the earlier of: (i) termination for cause in accordance with Section 10, or (ii) non-renewal in accordance with Section 5.

3. Our Obligations. During the Subscription Term, and subject to the terms and conditions of this Agreement and any limitations specified on the Platform at the time of Your purchase, We shall make the Services available to You in accordance with the Documentation.

4. Rights of Access and Your Obligations.

4.1 Subject to the terms of this Agreement, and except as otherwise permitted in the Documentation, during the Subscription Term, You may access to and use of the Services solely for Your internal purposes in accordance with the limitations specified on the Platform and not for the benefit of any third parties. Your third-party suppliers or contractors may access and use the Services for the sole purpose of providing their goods and/or services to You. You will be entitled to copy the Documentation and materials accompanying the Service as may reasonably be required for Your internal purposes.

4.2 You shall: (i) be responsible for Your compliance with this Agreement; (ii) comply with all applicable laws in connection with Your performance under this Agreement, including without limitation privacy, export control, and sanction laws; (iii) use commercially reasonable efforts to prevent any unauthorized access to or use of the Services and promptly notify Us in the event of any such unauthorized access or use; (iv) have sole responsibility for the accuracy, quality, and legality of all Customer Data and Customer Materials; (v) be solely liable for uploading Customer Data and making appropriate backups of such Customer Data; and (vi) obtain any legally-necessary consents and/or provide required privacy notices to any party whose personal data you input into the Service or otherwise provide Us.

4.3 In connection with this Agreement, You shall not: (i) use the Services for the benefit of anyone other than Yourself, unless expressly stated otherwise in the Platform or the Documentation; (ii) send, store or transfer infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that violates privacy rights or third-party Proprietary Rights; (iii) upload, input, access, store, distribute or transmit any Malware; (iv) modify, copy, translate or create derivative works based on the Services or any part, feature, function or user interface thereof; or (v) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Services to build a competitive product or service or one with similar ideas, features, functions or graphics or to determine whether the Services are within the scope of any patent.

4.4 Any use of the Services in breach of this Section 4 may result in: (i) termination for breach in accordance with Section 10, or (ii) the immediate suspension of the Services if, in Our sole and absolute discretion, such use threatens the security, integrity or availability of the Services. We shall promptly notify You of any such suspension. Where reasonable to do so, We shall (a) provide such notification in advance and (b) work with You in good faith to cure the breach prior to suspending Your access.

5. Fees and Payment.

5.1 Subscription Fees are non-cancelable and non-refundable once Services are ordered. Subscription Fees and Taxes are due upfront at the time of purchase.

5.2 UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL YOUR SUBSCRIPTION OR DO NOT WANT TO AUTO-RENEW, YOU UNDERSTAND YOUR SUBSCRIPTION FOR THE SERVICES WILL AUTOMATICALLY RENEW FOR THE SAME PERIOD OF TIME AS YOUR INITIAL PURCHASE AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE APPLICABLE SUBSCRIPTION FEE AND ANY TAXES USING ANY ELIGIBLE PAYMENT METHOD WE HAVE ON RECORD FOR YOU. IF ALL ELIGIBLE PAYMENT METHODS WE HAVE ON FILE FOR YOU ARE DECLINED FOR PAYMENT OF THE RENEWAL SUBSCRIPTION FEES, YOU MUST PROVIDE US A NEW ELIGIBLE PAYMENT METHOD PROMPTLY OR YOU WILL BE DENIED ACCESS TO THE SERVICES. IF YOU PROVIDE US WITH A NEW ELIGIBLE PAYMENT METHOD AND ARE SUCCESSFULLY CHARGED, YOUR SUBSCRIPTION TERM WILL BE BASED ON THE ORIGINAL RENEWAL DATE AND NOT THE DATE OF THE SUCCESSFUL CHARGE.

6. Proprietary Rights.

6.1 As between You and Us, We are and remain exclusive owners of all right, title and interest (including without limitation the Proprietary Rights) in and to the Services and Celonis Materials.

6.2 As between You and Us, You are and remain the exclusive owner of all right, title and interest (including without limitation the Proprietary Rights) in and to Customer Data and Customer Materials. You grant Us, Our Affiliates and Our subcontractors a worldwide, limited-term, revocable, non-exclusive license to: (i) use, host, transmit, monitor, manage, replicate, access, collect, store, cache, aggregate and/or anonymize Customer Data, and (ii) transfer Customer Data to Our subcontractors, in each case solely as necessary to provide the Services in accordance with the Documentation. No rights are granted to Us other than as expressly set forth herein.

6.3 To the extent You provide feedback regarding Our Services, products, business or development plans, or technology roadmaps, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Services or other products (collectively "Feedback"), You hereby grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate such Feedback for any legitimate business purpose without restriction. We are under no obligation to use the Feedback.

7. Confidentiality. Each party retains all Proprietary Rights in its Confidential Information. Except as expressly authorized herein, each Party will hold in confidence and not disclose any Confidential Information of the other party except: (i) to its Representatives who have a need to know such information for purposes of performing under this Agreement and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement; (ii) as permitted in writing by the other party; (iii) to the extent required under applicable law or regulation after giving the disclosing party (if legally allowed) an opportunity to seek legal protection or otherwise prevent or limit disclosure of the Confidential Information; or (iv) to the extent such Confidential Information becomes public through no fault of the receiving party. The parties will ensure that their Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives.

8. Data Protection and Customer Data.

8.1 In the performance of Our obligations to You under this Agreement, We shall maintain appropriate administrative, physical, organizational and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including but not limited to measures designed to protect against the unauthorized access to or disclosure of Customer Data.

8.2 If in the course of providing the Services We process any Personal Data contained in the Customer Data, the Data Processing Agreement for Make shall apply to such processing. Your use of the Services is subject to the terms of the Privacy Notice for Make.

8.3 Each party shall, in connection with the exercise of its rights and the performance of its obligations under this Agreement, comply with all applicable Data Protection Laws.

8.4 Customer Data is available to You for export or download at any time during the Subscription Term.

9. WARRANTIES; WAIVER OF SUPPORT AND LIABILITY.

9.1 If You are a paying subscriber to the Services, We warrant that during the applicable Subscription Term the Services will substantially perform as specified in the Documentation when used in accordance with the terms of this Agreement. Our sole liability (and Your exclusive remedy) for any breach of the foregoing warranty shall be to correct the nonconformity or provide You with a functionally equivalent replacement. If We cannot reasonably make such correction or substitution, as determined in Our sole discretion acting in good faith, We will refund You any prepaid fees covering the remainder of the Subscription Term for the nonconforming Service and terminate Your access to and use of the affected Service for which You have received the refund. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

9.2 WE SHALL HAVE NO SUPPORT OR INDEMNIFICATION OBLIGATIONS OR LIABILITY OF ANY KIND WITH RESPECT TO THE SERVICES (WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE). WHERE SUCH EXCLUSION OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED $1,000.00, WHICH THE PARTIES AGREE IS A FAIR AND REASONABLE AMOUNT.

10. Termination. We are entitled to integrate technical features into the Services which allow Us to verify Your compliance with this Agreement. Without prejudice to any other rights or remedies to which We may be entitled, We may terminate Your Subscription without liability to You at any time with immediate effect upon written notice if You are in material breach of Your obligations under this Agreement and, in the case of a breach which is capable of remedy, You fail to remedy such breach within thirty (30) days of notice of the breach. Upon termination, You shall immediately cease any and all use of the Services and destroy (or at Our request return) any of Our Confidential Information related hereto.

11. Export. The Services (and derivatives thereof) may be subject to export laws and regulations of the United States and other jurisdictions ("Export Laws"). You will not and will not allow any third party to: (i) export, re-export or transfer any part of the Services to countries, persons or entities prohibited by Export Laws or (ii) permit access to or use the Services in or from a U.S.-embargoed country or region. We may block, restrict, limit or suspend access to the Services by anyone that is subject to any applicable sanctions or embargoes.

12. Governing Law. Excluding conflict of laws rules, this Agreement shall be governed by the laws of state of New York and the parties submit to exclusive jurisdiction of the courts located in New York, New York. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement. In the event of a conflict between any mandatory statutory law in the country where You are domiciled and the provisions of this Agreement, the statutory law shall prevail, but only to the extent: (i) such statute is directly applicable to You and to the Services, and (ii) the parties are legally unable to contractually deviate from such statute(s) in this Agreement.

13. General Terms.

13.1 Subcontractors. We may subcontract all or part of the Services to qualified third parties specified, to Our Affiliates and as otherwise agreed by You in writing. We remain liable for any subcontractors used in the performance of Our obligations under the Agreement.

12.2 Assignment. You may not assign or otherwise transfer this Agreement (in whole or in part) without Our prior written consent. Any attempt by You to otherwise transfer or assign this Agreement will be null and void.

13.3 Independent Contractors. The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment or any such similar relationship between You and Us.

13.4 Reference Customer. You agree that We may disclose You as a customer of Ours and use Your name and logo on Our website and in Our promotional materials..

13.5 Third Party Beneficiaries. Nothing in this Agreement is intended to, nor shall create, any right enforceable by any third party not a party to this Agreement. The consent of a third party shall not be required for the amendment, variation or termination of this Agreement.

13.6 Entire Agreement and Amendments. This Agreement, as may be updated from time-to-time and posted at www.make.com, constitutes the entire agreement between the parties regarding Your use of and access to the Services and supersedes all prior and contemporaneous agreements, proposals and representations, whether written or oral, concerning the subject matter hereof.

13.7 Severability. If any court of competent jurisdiction finds any provision of this Agreement to be invalid, unenforceable or illegal, such provision shall be severed from this Agreement, but the other provisions of this Agreement shall remain in full force and effect.

13.8 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.9 Notices. All notices hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, or (ii) two business days after sending by email. E-mails to Us shall be directed to Our Chief Legal Officer at (legal@celonis.com), and e-mails to You shall be sent to the email address You provided in the Portal.

13.10 Surviving Provisions. The terms which by their nature are intended to survive termination or expiration of the Agreement shall survive any such termination and expiration.

13.11 Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

Annex A

Definitions

1. "Affiliate": any entity that directly or indirectly controls, is controlled by, or is under common control with Us, but only for so long as such control exists. As used here, „Control," means direct or indirect ownership or control of more than 50% of the voting interests.

2. "Agreement": this Master Services Agreement for Make and any terms and conditions specifically referenced in this Agreement or in the Portal.

3. "Celonis Materials": any software, programs, tools, systems, data, Confidential Information or other materials made available by Us to You under this Agreement.

4. "Confidential Information": any information disclosed to a party by the other party concerning the business and/or affairs of the other party, including but not limited to information relating to a party's operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information which, when provided by one party to the other: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within a reasonable period of time after disclosure; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure.

5. "Customer Data": the (i) data and information provided by You to Us and/or input, uploaded and/or shared by You for the purpose of using the Cloud Service or facilitating Your use of the Services, or (ii) data You collect and process through Your use of the Cloud Service, in each case excluding aggregated and anonymized information collected, processed or disclosed pursuant to the terms of this Agreement.

6. "Customer Materials": any materials, data, information, software, equipment or other resources owned by or licensed to You and made available to Us pursuant to facilitating Your use of the Services, including Customer Data and Output.

7. "Data Protection Laws": all applicable laws, rules, regulations, decrees, or other enactments, orders, mandates, or resolutions relating to privacy, data security, and/or data protection, and any implementing, derivative or related legislation, rule, and regulation as amended, extended, repealed and replaced, or re-enacted, as well as any applicable industry self-regulatory programs related to the collection, use, disclosure, and security of Personal Data.

8. "Documentation": the then-current product description of the applicable Services, as made available by Us on the make.com website found at www.make.com/en/product-description and incorporated herein by reference.

9. "Malware": any program or device (including any software, code or file) which is intended to prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, telecommunications service, equipment or network or any other service or device, including without limitation worms, trojan horses, viruses, ransomware, trap doors and other similar malicious devices.

10. "Output": means any content in the form of files and/or images generated by the Service that, as part of the documented functionality of the Service, are exported, printed, downloaded and/or extracted from the Service by You during the Subscription Term.

11. "Personal Data": any data and information relating to an identified or identifiable living person as defined under applicable Data Protection Laws.

12. "Proprietary Rights": rights in patents, utility models, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights, anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.

13. "Representatives": of a party are its and its Affiliates' employees, officers, directors, advisers, agents and subcontractors.

14. "Subscription": Your use of and access to the Services in accordance with this Agreement.

15. "Subscription Fees": the Fees payable for access to the Services as set out in the Platform.

16. "Subscription Term": the period of time You pay for access to and use of the Services.

17. "Taxes": All direct or indirect taxes, levies, duties, or similar governmental assessments, including without limitation, any sales, use, value-added, withholding, or similar taxes.